

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

ASPEN SPECIALTY INSURANCE COMPANY,

Plaintiff.

v.

No. 1:21-cv-3838

NEW CROWN HOLDINGS, LLC, and DALE
PAULSON

Individually and on behalf of all others similarly situated,

Defendants.

STIPULATION

Plaintiff Aspen Specialty Insurance Company (“Aspen”) and Defendant Dale Paulson, by and through their respective counsel, enter the following Stipulation regarding coverage under Aspen’s insurance policy and for dismissal of this action against Mr. Paulson.

1. Aspen issued one Commercial General Liability Policy No. CR007KG18 effective January 22, 2018 to January 22, 2019 (“the Aspen Policy”) to first Named Insured Crown Hotels LLC, under which New Crown Holdings, LLC (“New Crown”) is also a Named Insured.

2. Paulson is the named plaintiff in a putative class action entitled *Dale Paulson, et al v. New Crown Holdings, LLC*, Case No. 2020 CH 07526, pending in the Circuit Court of Cook County, Illinois (the “*Paulson* BIPA Class Action”).

3. Aspen brought the present action for declaratory relief against New Crown seeking a declaration that it has no duty to defend or indemnify New Crown in connection with the *Paulson* BIPA Class Action. Paulson was named as a defendant in this action because of his potential interest in the outcome.

4. The Court has entered a Default Judgment against New Crown finding that Aspen owes no duty to defend or indemnify New Crown in the *Paulson* BIPA Class Action.

5. Paulson does not contest this Default Judgment or the Court's finding of no coverage under the Aspen Policy and stipulates that the Default Judgment shall be binding on him that Aspen owes no duty to defend or indemnify New Crown in connection with the *Paulson* BIPA Class Action, and that the Court's Default Judgment may be deemed a final judgment as to all issues in the present action. The parties to this stipulation agree that this stipulation resolves the disputed claims and assertions in the Complaint and is made without admission of liability or fault by any party to it. Nothing herein shall be construed as an admission with regards to liability of any defendant in the Underlying Lawsuit nor shall it be construed as an admission by Paulson in connection with the Underlying Lawsuit.

6. Pursuant to this stipulation, and as permitted by Federal Rule of Civil Procedure 41(a)(1)(A)(ii), Aspen and Paulson stipulate to the dismissal of this action, with each party to bear its own costs and expenses.

Dated: March 18, 2022

Respectfully submitted,

ASPEN SPECIALTY INSURANCE COMPANY

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DALE PAULSON

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